

BEING DRAFTED AT THIS TIME  
See 04-DRAFT LAND USE Packet at end of this file

NORTHERN ROCKIES COORDINATING GROUP  
AGREEMENT FOR RENTAL OF TEMPORARY, EMERGENCY FACILITIES  
U.S. DEPARTMENT OF INTERIOR      BUREAU OF LAND MANAGEMENT

**(Contractor) – Agreement No. \_\_\_\_\_**

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the facilities for use as a sleeping facility for firefighting crews, staging area, and to serve meals upon availability of the (Contractor) and on an as needed basis.

This Agreement shall remain in effect from \_\_\_\_\_ to \_\_\_\_\_.

**DESCRIPTION OF FACILITIES:**

The appropriate available facilities will be utilized at (Contractor) located at (Address):

Description of facilities: \_\_\_\_\_  
\_\_\_\_\_

County: \_\_\_\_\_ State: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_ Section: \_\_\_\_\_

Approximate area of facilities under agreement: \_\_\_\_\_

Fill in the following drawing showing the facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area or paste a map of the area.



**RATE:** (Choose one below or reword paragraph to fit the agreement)

For each day, or portion thereof that the facilities are used, the Government will pay the sum of \$ \_\_\_\_\_. Payment shall be in accordance with the Incident Agency payment procedures. For Federal Agencies, payment will be made in accordance with the Prompt Pay Act (31 USC1801).

For each day or portion thereof that the facilities are used, the Government will pay the sum of \$ \_\_\_\_\_ for one crew and \$ \_\_\_\_\_ for each additional crew per day, not to exceed \$ \_\_\_\_\_ per day. This rate includes janitorial services; the use of showers; towels, etc. Payment shall be in accordance with the Incident Agency payment procedures. For Federal Agencies, payment will be made in accordance with the Prompt Pay Act (31 USC1801).

(See Helpful Hints for additional rates that can be used)

**Utilities:** (check only one)

☐ The above sum includes all utility charges for which the owner would be liable..

☐ The above sum excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer Based on: \_\_\_\_\_.

**ALTERATIONS:** The Government may make alterations, attach fixtures or signs, and/or erect temporary structures in or upon the facilities, all of which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use.

**ORAL STATEMENTS:** Oral statements or commitments supplementary to, or contrary to, any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

**CONDITION REPORTS:** A joint pre- and post-use physical survey and inspection report of the facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the site conditions existing at those times.

**LOSS, DAMAGE, OR DESTRUCTION:** The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the owner or the owner's agent(s). The Government shall restore the owner's facilities to the condition as it was prior to Government occupancy; restoration shall be performed to the extent reasonably practical. Claims for reasonable cost incurred by the owner in restoring facilities to their prior conditions shall be submitted to the Contracting Officer.

**TERMS AND CONDITIONS:** This Agreement is subject to the Prompt Payment Act (31 USC 1801) and to Office of Management and Budget Circular A-125. The following Terms and Conditions are incorporated by reference to 41 CFR:

Definitions (FAR 52.202-1) (OCT 1995)  
 Contract Disputes Act of 1978 (FAR 53-233-1)(DEC 1998) ALT I (DEC 1991)  
 Convict Labor (FAR 52.222-3)(AUG 1996)  
 Changes--Fixed Price (FAR 52.243-1)(AUG 1987)ALT I (APR 1984)  
 Termination for Default (Fixed-Price Supply and Service)(FAR 52.249-8)(APR 1984)  
 Termination for the Convenience of the Government (Services)(Short Form)(FAR 52.249-4)(APR 1984)

Payments (FAR 52.232-1)(APR 1984)  
 Extras (FAR 52.232-11)(APR 1984)  
 Interest (FAR 52.232-17)(JUNE 1996)  
 Availability of Funds (FAR 52.232-18)(APR 1984)  
 Prompt Payment (FAR 52.232-25)(FEB 2002)  
 Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C.3332) (FAR 52.232.33) (May 1999)

**RENTOR ( Owner or Owner's Agent)**

By: \_\_\_\_\_  
 (Signature)

Name/Title: \_\_\_\_\_  
 (Print name and title)

Date: \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

EIN/SNN: \_\_\_\_\_

Telephone: Day \_\_\_\_\_  
 Cell \_\_\_\_\_  
 Evening \_\_\_\_\_  
 Fax \_\_\_\_\_

**DEPARTMENT/AGENCY**

By: \_\_\_\_\_  
 (Signature)

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

## TEMPORARY FACILITIES, PRE AND POST INSPECTION

(Use additional pages if necessary)

PRE-USE INSPECTION:

Buildings, Fences, Ditches, Vegetation and Soil (Description and condition) \_\_\_\_\_

10

RENTOR (Owner or Owner's Agent):

Department/Agency

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

POST-USE INSPECTION:

Buildings, Fences, Ditches, Vegetation and Soil (Description and condition) \_\_\_\_\_



RENTOR (Owner or Owner's Agent):

Department/Agency

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **HELPFUL HINTS:**

- **No food services:** Be sure to delete from 1st paragraph. Reword section.
- **Description of facilities:** Address of specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the facilities is also acceptable. Paste a map, if available in the square. Find map in an Atlas, from a telephone book, internet, etc. – mark the location on the map – then paste it into the square.
- **Approximate area:** Example of statements that can be used-
  - See attached floor plans furnished by contractor.
- **Rate Paragraph that can be used according to facilities available: Be sure to change the first paragraph to reflect these items-if necessary.**
  - Meals served buffet style...no gratuity. Menu as per attached.  
  
Breakfast: \$8.00 per person  
Lunch: \$8.00 per person  
Dinner: \$12.00 per person
  - Security (T-shirt level, wears a radio):  
  
\$\_\_\_\_\_ per hour (Price includes 20% fringe benefits)
  - Other - describe in detail:  
  
Incidental expenses, i.e. snacks, phones/phone hookups, etc. will be billed when expenses are requested by the government.
- **Inspections:**
  - TAKE PICTURES** – Pictures are worth a thousand words.
- **Price fairness**
  - Costs to landowner:
    - Moving of stock, loss of rental fees from other sources, disruption, alterations needed and who makes them.
    - Impacts on lands and cost of restoration and who will do restoration, duration of rental (emphasis on weekly or monthly rates and pro rating last week/month) with a limit on total costs.
  - Local rental costs – use USDAFS Regional Office, leasing specialists or real estate firms. Monthly rate is industry standard – with prorating under 30 days
  - Identify when month begins and when it ends.  
Ex: 7/15 thru 9/13/\*\* or 30 days
- Do **joint pre- and post-inspection** of premises, pictures or video (best) – note all improvements and their condition (fences, buildings, wells, crops, road conditions, etc.)

## LETTERHEAD

1510(935)

June 17, 2004

Dear :

The Bureau of Land Management (BLM) is currently setting up new Emergency Equipment Rental Agreements (EERA) for the upcoming fire season.

Enclosed is a form to assist you with providing the rates for Catering Services, transportation, and food pricing. I have also included a sample of an EERA Catering Service Template. If you are interested in obtaining an EERA, you will also need to provide us with the following information:

- Copy of Workman's Compensation for your employees (as applicable).
- Latest Vehicle Inspection Reports.

You are required to attend "Standards for Survival" training on an annual basis if you are assigned to an incident. Vehicle pre-inspections may also be required each year. Contact Ann Vogt, Billings Base Operations, at 406-657-6000 for more information.

All vendors must be registered in the Central Contractor Registration (CCR) at <http://www.ccr.gov/> in order to receive contracts, agreements, purchase orders or receive payment from most Federal Agencies, including the BLM. Vendors will no longer need to submit Electronic Funds Transfer (EFT) information to each agency. CCR is a self-service database. Vendors register themselves and maintain their own information thru the CCR web site.

When you have gathered all the required information, please contact me at 406-896-5209 to set up a meeting to discuss the EERA terms and conditions, pricing, and other related information. We look forward to doing business with you during the 2003 Fire Season.

Enclosures:

- Rate form (1p)
- Sample EERA Template (1p)
- CCR Packet (8 pp)

# Emergency Equipment Rental Agreement (Negotiated Rates)

## Item Description

## No. of Operators

## Price

### **a. Catering Services:**

Catering Equipment will be furnished according to need as determined by the Contractor. Mileage is an one-time charge that takes into account all motorized catering equipment .

1

\$ \_\_\_\_\_ mile

( Price per mile round trip for initial mobilization and final demobilization)

### **List all equipment that may be used:**

(All Equipment listed below must be Pre-Inspected)

#### **-KITCHEN TRAILER**

Year \_\_\_\_\_,  
Make/Model \_\_\_\_\_,  
Size \_\_\_\_\_,  
Serial Number \_\_\_\_\_  
License Number \_\_\_\_\_  
Accessories for this trailer \_\_\_\_\_  
\_\_\_\_\_

PICKUP (Fully describe as stated above)

TRAILER (Fully describe)

### **a. Mobilization and Relocation Fee:**

Initial mobilization or moving kitchen after initial set-up

\$ \_\_\_\_\_  
(Price per each time)

### **b. Dining Facility:**

Includes tent(s), tables, chairs, and lighting to seat 100 people at one time. If tent is not used, reduce rate by \$100 .00 per day. No charge for dining facility after 3 days.

\$ \_\_\_\_\_  
(Price per Day)

### **c. Food Pricing: (Total may not exceed \$28.00/day)**

BREAKFAST \$ \_\_\_\_\_

LUNCH (Sack Lunch) \$ \_\_\_\_\_ (Hot packing on site....same pricing as type of meal prepared)

DINNER/Salad Bar \$ \_\_\_\_\_.

### **e. Supplemental Foods, Beverages, and Extra Equipment**

Milk: \_\_\_\_\_ pint servings/case \$ \_\_\_\_\_

Fruit Juice: \_\_\_\_\_ oz. Servings/Case \$ \_\_\_\_\_

Sports Drinks: \_\_\_\_\_ lt./oz. Servings/Case \$ \_\_\_\_\_

Ice (Bag or block 50 lb) \$ \_\_\_\_\_

Coffee, Hot Tea, Hot Chocolate, Iced Tea or Lemonade (\$/Gallon) \$ \_\_\_\_\_

Bottled Water: \_\_\_\_\_ lt./oz. Serving/Case \$ \_\_\_\_\_

Fresh Fruit (88-100 count): To Be Negotiated at time of order

**Note: If you have additional equipment separate from the Catering Unit that you want to sign up, prices will be negotiated at initial meeting.**

**File Code:** 6300  
**Route To:**

**Date:** February 17, 2004

**Subject:** Land Use Agreements Draft Guidelines

**To:** Regional Foresters, Station Directors, Area Director, IITF Director, Job Corps, and  
WO Staff

**REPLY DUE APRIL 12, 2004**

The Forest Service Acquisition Management Fire Efficiency Working Group was formed by the Acquisition Management Directors in response to concern about the growing number of incident-related procurement issues. The Group was tasked to develop standards for incident procurement within the Forest Service, and to provide consolidated recommendations to other Agencies and Interagency organizations.

The Group most recently met February 3-5, 2004. One of the topics addressed during the meeting was Land Use Agreements. No structured guidelines are in place for processing or dealing the Agreements. Incomplete or weak agreements conflict with cost containment goals the Forest Service and their Cooperators try to follow during Incidents.

A few years ago, an interagency group began documenting guidelines for Land Use Agreements, with no final product resulting. The Fire Efficiency Working Group has taken the draft product and updated the form and content of the guide. The next steps for the guide include making it available to the Forest Service for the 2004 Fire Season, and submitting the draft to interagency partners, recommending review and eventual adoption at an interagency level.

The attached two documents include the draft Emergency Facility and Land Use Agreement form and corresponding Guide. Please distribute these drafts to Regional AQM Staffs, and provide comments by close of business on April 12, 2004, consolidated for each Region, to Bob Williams at [rwilliams02@fs.fed.us](mailto:rwilliams02@fs.fed.us).

Please direction any questions to Bob Williams at (530) 226-2416, or Mary Anne Ward at [mward@fs.fed.us](mailto:mward@fs.fed.us) or (703) 605-4823.

/s/ Dale J. Fabian  
DALE J. FABIAN  
Director, Acquisition Management

cc: FS Fire Efficiency Working Group, Virginia Heerwagen, Karla J Smiley, kermi\_johnson



## EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number) _____	Page _____ of _____ <b>AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT</b> AGREEMENT NUMBER _____	
	EFFECTIVE DATES a. beginning _____	b. ending _____
OWNER (name, address, phone number-include day/night/cell/fax)  DUNS: _____ EIN/SSN: _____ PAYMENT ADDRESS: <input type="checkbox"/> Same as above, or _____	INCIDENT NAME: _____  INCIDENT NUMBER: _____  RESOURCE ORDER NUMBER: _____	
TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES) <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> HUBZONE <input type="checkbox"/> SERVICE DISABLED VETERAN		
The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as _____		
<b>DESCRIPTION OF LAND/FACILITIES:</b> Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)		
County: _____ State: _____ Township: _____ Range: _____ Section: _____		
<b>ORDINARY WEAR AND TEAR:</b> Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.		
<b>RATE:</b> For each Month that the land/facilities are used, the Government will pay the rate of \$_____ per Month, or provide consideration as follows: _____. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$_____, regardless of the length of use. Payment shall be in accordance with the incident Agency payment procedures. Payment for a lesser period shall be prorated based on a month being 30 days and rounded to the nearest dollar.		
<b>UTILITIES AND SERVICES:</b> (check only one) <input type="checkbox"/> The above rate includes utility charges for the following: <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRICITY <input type="checkbox"/> WATER <input type="checkbox"/> TOILET SUPPLIES <input type="checkbox"/> JANITORIAL SERVICES & SUPPLIES <input type="checkbox"/> TRASH REMOVAL <input type="checkbox"/> SEPTIC SERVICE <input type="checkbox"/> EXISTING TELECOMMUNICATIONS <input type="checkbox"/> The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: _____.		
<b>RESTORATION:</b> Restoration beyond ordinary wear and tear. (check only one) <input type="checkbox"/> The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: _____. <input type="checkbox"/> The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer.		



**ALTERATIONS:** The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

**ORAL STATEMENTS:** Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

**CONDITION REPORTS:** A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.

**OTHER:** Describe in detail: \_\_\_\_.

**TERMS AND CONDITIONS:** See attachment.

**CHECKLIST(s):** See attachment. Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

**ADDITIONAL CLAUSES:**

\*\*\*INSERT CCR CLAUSE, and Permits and Responsibilities Clause\*\*\*

Convict Labor (FAR 52.222-3) (June 2003)

Extras (FAR 52.232-11)(APR 1984)

Disputes (FAR 53-233-1)(DEC 1998) ALT I (JULY 2002)

Termination for the Convenience of the Government (Services)(Short Form)(FAR 52.249-4)(APR 1984)

Termination for Default (Fixed-Price Supply and Service)(FAR 52.249-8)(APR 1984)

Payments (FAR 52.232-1)(APR 1984)

Interest (FAR 52.232-17)(June 1996)

Prompt Payment (FAR 52.232-25)(FEB 2002)

Changes—Fixed Price (FAR 52.243-1)(AUG 1987)ALT I (APR 1984)

Loss, Damage or Destruction. The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	
PHONE NUMBER (if different from Owner's)		PHONE NUMBER:	

PRE-USE INSPECTION: Description or photos (no digital) or condition immediately prior the Government's occupancy. Refer to attached checklist.

OWNER / OWNER'S AGENT SIGNATURE:

DATE:

CONTRACTING OFFICER'S SIGNATURE:

DATE:

PRINT NAME AND TITLE:

PRINT NAME AND TITLE:

POST-USE INSPECTION: Description of photos (no digital) or condition immediately following the Government's occupancy.

TOTAL AMOUNT DUE \$\_\_\_\_

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

OWNER / OWNER'S AGENT SIGNATURE:

DATE:

CONTRACTING OFFICER'S SIGNATURE:

DATE:

PRINT NAME AND TITLE:

PRINT NAME AND TITLE:

# **LAND USE AGREEMENTS**

**CHECKLISTS**

**AND**

**GENERAL GUIDANCE**

**SAMPLE**

**SCHOOLS, FAIRGROUNDS OR OTHER RELATED FACILITY  
CHECKLIST**

- Number of Classrooms
- Gym
- Cleaning/Janitorial/Custodial Services
- Use of Showers
- Government furnished supplies vs. Contractor furnished supplies.
- Phones
- Copiers
- Computers
- Kitchen
- Keys, Access
- Security
- Sleeping Areas
- Noxious Weeds
- Availability
- AC/Heater operational or available
- Sprinkler System
- Reduce / increase costs when camp changes (i.e. from Type I – II – III) (reduce number of classrooms needed, area needed, buildings needed, etc.)
- Other prescheduled / concurrent uses of the facilities by owner
- Parking
- Athletic Fields

**DIPPING SITES/PONDS**  
**CHECKLIST**

- Impact – amount of drawdown, site disturbance, etc
- Fish
- Noxious Weeds
- Water (usage and/or replenishment)
- Water Rights (who owns the water)
- Fences
- Access
- Flight Path
- Livestock/Wildlife
- Loss of Foliage/Crop/Pasture
- Use of pumps or wells

SAMPLE

**IC CAMP/HELIBASE**  
**CHECKLIST**

- Access – roads, gates
- Noxious Weeds
- Fences / cattleguards / gates
- Livestock
- Flight Path
- Irrigation/Sprinkler System
- Spillage/Hazmat
- Hours of Operation
- Property Impact
- Re-seeding / de-compaction requirements
- Abandonment of improvements
- Specific clean-up requirements (bark, mulch, sawdust, gravel, carpet, etc)

**AIRPORTS**  
**CHECKLIST**

- Facilities Usage (except for federally funded runways, towers)
  - Check other FAA restrictions
- Landing Fee
- Fuel Fee (If Contractor provided)
- Security
- Flight Path
- Hazmat/Spillage
- Parking
- Availability
- Water/Electricity/Phones
- Portable Retardant Bae
- Hours of Operation
- Access
- Check with Air Ops for further concerns



## **SITUATIONS *NOT* REQUIRING A LAND USE AGREEMENT**

- Federal Government land/facilities run by concessionaire
- Land/Facilities of other Federal agencies (would fall under Economy Act agreements)
- Land/Facilities of state and local governments (usually cooperative agreement)
- Non Wildland fire incidents, i.e. FEMA.
- Direct fire suppression activity (fire line construction, back-burn, access to fire)
- Federally funded runways and towers (county/state/local)

## **LAND/FACILITY RESTORATION CONSIDERATIONS** (Items for COs to consider – not all items apply to every agreement)

- Loss of crop/pasture – how many seasons
- Re-seeding / de-compaction requirements
- Noxious Weeds Abatement and Survey
- General clean-up (trash removal, final janitorial service, floor waxing, etc)
- Re-sod of athletic fields
- Reconditioning floors (of gyms, carpet replacement, etc)
- Pumping of septic systems (feasible to use system, or rely solely on port-a-potties?)
- Mending fences damaged during incident

## **CONSIDERATIONS FOR DETERMINING RATE**

- BEFORE NEGOTIATING RATE:
  - Determine ownership of land / facilities
  - Confirm owner's agent if applicable
  - Resources available to confirm ownership
    - City or County Tax Assessor's Office
    - Courthouse
- Private Campgrounds – what are average receipts / revenues for similar time period
- Historical record of rates for use in local area – local rangers may be good source
- Facilities – if facility is abandoned from normal use, consider revenue lost for the activities
- Fairgrounds – were there any events cancelled or rescheduled to make them available?
- Cost of relocating and feeding of stock
- Are there vacant facilities held by other agencies that may be available?
- Consider a not to exceed rate commensurate with property value
- Sources of market research:
  - banks
  - real estate offices
  - local employees
  - local assessor offices
  - local agency lands offices
  - newspapers
  - feed store bulletin boards
  - documentation at local offices from previous incidents

4-6-04 Here are some comments/suggestions on the EERA draft from Mary Clark, Procurement Analyst, BLM, and myself:

-Add **"Email"** after EIN/SSN in Owner Block

-Add **"OTHER \_\_\_\_\_"** in TYPE OF CONTRACTOR Block

-Add **"ALL"** in the "UTILITIES AND SERVICES". The above rate includes utility charges for the following:"

-If attaching NRCG Region 1, 2004 EERA FAR CLAUSE template for OF-294, additional clauses would not need to be repeated in the ADDITIONAL CLAUSES Block. The clauses are all included in FAR 52.213.4.



OF-294 FAR-backside 2004.d

**-CHECKLIST(s):** See Attachment.

What "attachment" is this referring to? Should "(if applicable)" be added after attachment?

What "checklists" is this referring to?

Is this referring to the checklists in the guide? Did you mean for these to become part of the EERA or just to use as a reminder of what needs to be included on the body of the EERA when drawing the land/facilities and describing physical features?

-Add **"land/facilities"** to the "Loss, Damage or Destruction." paragraph in the ADDITIONAL CLAUSES Block. This is to make the wording consistent throughout the document.

-Rephrase Loss, Damage or Destruction clause to match CLAUSE 10 on back of OF-294.

The Government will assume risk for loss, damage, or destruction of land/facilities rented under this contract/agreement, provided that no reimbursement will be made for loss, damage, or destruction when (a) due to ordinary wear and tear, or (b) negligence of Contractor or Contractor's agents caused or contributed to loss, damage or destruction, or (c) damages caused by land/facilities defects unless such defects are caused by negligence of the Government or its employees.

**-"TOTAL AMOUNT DUE \$ \_\_\_\_\_"** Feel this shouldn't be on an inspection form. This would be something stated on an Invoice or a Claim. I would think the *misinformed* would put a dollar amount in the blank. Why is a Contracting Officer signing a pre/post inspection form? This should have the inspector/government agent at the site/incident the signing official.

-Inspection form shouldn't be part of the original EERA. This EERA appears to be geared towards a land agreement at the incident site, short term, ending with the incident. It should be a little more open-ended so it could be written to include staging areas for crews, land/facility rentals for equipment parking, etc, which could cover the whole fire season not one specific incident.....thus the agreement may have several pre/post inspections throughout the fire season when used for multiple incidents.

## EXAMPLE OF FS LAND USE AGREEMENT

### NORTHERN ROCKIES COORDINATING GROUP AGREEMENT FOR RENTAL OF TEMPORARY, EMERGENCY FACILITIES

DEPARTMENT/AGENCY: \_\_\_\_\_  
INCIDENT NAME: \_\_\_\_\_ INCIDENT REQUEST NUMBER \_\_\_\_\_  
INCIDENT ORDER NUMBER: \_\_\_\_\_ AGREEMENT NUMBER \_\_\_\_\_

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the facilities for use as \_\_\_\_\_ to \_\_\_\_\_. This agreement shall remain in effect from \_\_\_\_\_ to \_\_\_\_\_.

#### DESCRIPTION OF FACILITIES:

Address of specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the facilities is also acceptable.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County: \_\_\_\_\_ State: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_ Section: \_\_\_\_\_

Approximate area of facilities under agreement: \_\_\_\_\_

Fill in the following drawing showing the facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.



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**Utilities:** (check only one)

☐ The above sum includes all utility charges.

☐ The above sum excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on:

**Restoration:** (check only one)

☐ The above sum includes Government restoration of facilities. The Government shall restore the owner's facilities to their condition immediately prior to Government occupancy. Restoration shall be performed to the extent reasonably practical. Restoration work includes:

☐ The above sum excludes restoration of facilities. Claims for reasonable costs incurred by the owner in restoring facilities to their prior condition shall be submitted to the Contracting Officer.

**Other** - describe in detail: \_\_\_\_\_

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**TERMS AND CONDITIONS:** For Federal Agencies, this Agreement is subject to the Prompt Payment Act (31 USC 1801) and to Office of Management and Budget Circular A-125. The following Terms and Conditions are incorporated by reference to 41 CFR:

Convict Labor (FAR 52.222-3)(AUG 1996) Payments (FAR 52.232-1)(APR 1984)  
Extras (FAR 52.232-11)(APR 1984) Interest (FAR 52.232-17)(JUNE 1996)  
Availability of Funds (FAR 52.232-18)(APR 1984) Prompt Payment (FAR 52.232-25)(JUN 1997)  
Disputes (FAR 53-233-1)(DEC 1998) ALT I (DEC 1991) Changes--Fixed Price (FAR 52.243-1)(AUG 1987)ALT I(APR 1984)  
Termination for the Convenience of the Government (Services)(Short Form)(FAR 52.249-4)(APR 1984)  
Termination for Default (Fixed-Price Supply and Service)(FAR 52.249-8)(APR 1984)

**OWNER, or Owner's Agent**

**DEPARTMENT/AGENCY**

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name & Title)

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name & Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TAX ID#: \_\_\_\_\_

LOCAL CONTACT \_\_\_\_\_  
(Incident Agency Procurement Contact)

TELEPHONE:(\_\_\_\_\_) \_\_\_\_\_

TELEPHONE:(\_\_\_\_\_) \_\_\_\_\_

**TEMPORARY FACILITIES, PRE AND POST INSPECTION**  
(Use additional pages if necessary)

**PRE-USE INSPECTION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner/Agent: \_\_\_\_\_  
(Print Name)

Government: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**POST-USE INSPECTION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner/Agent: \_\_\_\_\_  
(Print Name)

Government: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_